SHEEHAN PIPE LINE CONSTRUCTION COMPANY

Robert A. Riess, Sr.
President & CEO

September 5, 2012

Contracts Department
Central States, Southeast and Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Dear Sir or Madam:

On or about December 22, 2011, Sheehan Pipe Line Construction Company and Integrated Pipeline Services, Inc. (now known as The Sheehan Group, Inc.) (hereinafter referred to as "Companies") notified you that their obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Companies had completely withdrawn from the Plan at that time. That Notice was served on the Plan in conjunction with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Companies and other PLCA members to contribute to the Plan. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several objections regarding the date of our withdrawal.

This letter is to confirm that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms our prior withdrawal from the Plan. In order to avoid any doubt, we are again providing your office official notification that our obligation to contribute to the Plan was and remains terminated.

For the avoidance of doubt, both this notice and our prior notices terminate every participation agreement under which the Companies ever contributed to the Plan. This notice, as well as all previous notices, do not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011.

The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Sincerely,

Robert A. Riess, Sr.

Robert A. Riess, Sr.
President and CEO, Sheehan Pipe Line Construction Company
President, The Sheehan Group, Inc. (formerly known as Integrated Pipeline Services, Inc.)

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.
R. David Sheehan, Jr.
Leonard Pataki
Shane Grivna

Southeast Directional Drilling
Drilling with Pride and Experience!!!

3117 North Cessna Avenue Casa Grande, Arizona 85122
Phone: 520-423-2131 Fax: 520-423-2143

August 31, 2012

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Southeast Directional Drilling ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration

Sincerely,

Todd Barton
Vice President of Operations

N:\Legal\Central State Pension Fund

Snelson
Companies, Inc.

601 W. State St. Sedro-Woolley, WA 98284
Bus: (360) 856-6511 Fax: (360) 856-5816 SNELSI*374N9
E-Mail: info@snelsonco.com Website: www.snelsonco.com

September 6, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont Illinois 60018-4938

Re: ***Supplemental Notice of Termination of Obligation to Contribute***

Dear Sir or Madam:

As you know, after November 16, 2011, Snelson Companies, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every Participation Agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely yours,

SNELSON COMPANIES, INC.

Michael Woodmansee

Michael S. Woodmansee
Executive Vice President

/kgp
Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

ST PIPELINE, INC.

130 Youngstown Drive – Clendenin WV 25045 – 304.548.7013 (office) – 304.548.7232 (fax)

September 4, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast & Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, IL 60018-4938

RE: SUPPLEMENTAL NOTICE OF TERMINATION OF OBLIGATION TO CONTRIBUTE

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, ST Pipeline Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at the time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

James P. Poling

JPP/vlw

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

We Make It Green
TERRA
RESTORATION SERVICES
14616 Hwy 15, Downsville, LA 71234
Office: (318)982-0290 • Fax: (318)982-0292

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Terra Restoration Services, LLC ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at the time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractor's Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Jimmy Smith, Member

#203128050

cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levin, Esq.

UPI
UNITED PIPING INC.
MECHANICAL CONTRACTORS
FABRICATION, ENGINEERING
& UNDERGROUND UTILITIES

September 4, 2012

Contract Department
Central State, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

RE: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, United Piping, Inc. (Company) notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan (Plan) had permanently ceased, and that the Company thus had completely withdrawn for the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association (PLCA) providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated.

4510 AIRPORT ROAD • DULUTH, MN 55811 • 218.727.7676 • FAX 218.727.1536

R.J. (Bob) Schoneberger, *President* • Dave Rickard, *Vice President General Superintendent*

For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,
United Piping, Inc.

Robert J. Schoneberger, PE
President

#203128050

Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

U.S. PIPELINE, INC.

950 ECHO LANE, SUITE 100 • HOUSTON, TEXAS 77024, USA
TELEPHONE (281) 531-6100 • FACSIMILE (832) 494-1113

September 13, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011 U.S. Pipeline, Inc. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased and that the Company had completely withdrawn from the Plan at that time. The Company's notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating the Company's obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement as it related to the Plan, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan.

As such, and in an effort to avoid additional argument by the Plan asserting a continued obligation of the Company to contribute to the Plan, we are again providing your office with notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This notice does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011.

The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Yours truly,
U.S. Pipeline, Inc.

Kelly Osborn
President

Welded Construction, L.P.

Pipeline Professionals Since 1966

September 4, 2012

VIA CERTIFIED MAIL WITH RETURN RECEIPT

Contracts Department
Central States, Southeast and
Southwest Areas Pension Fund
9377 West Higgins Road
Rosemont, Illinois 60018-4938

Re: Supplemental Notice of Termination of Obligation to Contribute

Dear Sir or Madam:

As you know, on or shortly after November 16, 2011, Welded Construction, L.P. ("Company") notified you that the Company's obligation to contribute to the Central States, Southeast and Southwest Areas Pension Plan ("Plan") had permanently ceased, and that the Company thus had completely withdrawn from the Plan at that time. The Company's Notice was served on the Plan with a notice from the Pipe Line Contractors Association ("PLCA") providing additional materials and informing the Plan that the PLCA, on behalf of its members, had taken the necessary steps to terminate the obligation of the Company and other PLCA members to contribute to the Plan as of the same date. As you further know, although these Notices regarding the effective date of the Company's withdrawal from the Plan complied fully with the Plan's governing instruments, the Plan has asserted several groundless objections regarding the Company's date of withdrawal.

The purpose of this letter is to confirm you know that, as of May 31, 2012, the Company, along with other PLCA members, signed a new collective bargaining agreement with the International Brotherhood of Teamsters that incorporates the bargaining parties' prior November 2011 agreement terminating our obligation to contribute to the Plan. The new bargaining agreement in no way waives the intent or effect of the bargaining parties' prior agreement, but instead merely confirms the action the Company took last November when it completely withdrew from the Plan. As such, and in an effort to avoid yet another baseless argument by the Plan asserting a continued obligation to contribute to the Plan, we are again providing your office official notification that our obligation to contribute to the Plan has and remains terminated. For the avoidance of doubt, both this notice and our prior notice terminate every participation agreement under which the Company ever contributed to the Plan. This submission does not in any way constitute a waiver of any argument that our withdrawal from the Plan was effective in 2011. The attached letter from PLCA's counsel, and the material attached thereto, are incorporated into this letter by reference.

Thank you for your consideration.

Sincerely,

Don W. Thorn
President

Cc: J. Patrick Tielborg, Esq.
James P. Condon, Esq.
Lawrence D. Levien, Esq.

NATIONAL PIPE LINE AGREEMENT

AGREEMENT made by and between the PIPE LINE CONTRACTORS ASSOCIATION, and those of its contractor members and such other Mainline Pipe Line Contractors who execute an acceptance of the terms and provisions of this Agreement, hereinafter referred to as the "Employer", and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "Union."

W I T N E S S E T H:

That, WHEREAS, the parties hereto desire to stabilize employment in the Mainline Pipe Line Industry, agree upon wage rates, hours and conditions of employment;

NOW, THEREFORE, the undersigned and the Union, in consideration of the mutual promises and covenants herein contained agree as follows:

I.
COVERAGE AND DEFINITIONS

(A) This Agreement and the attachment covering Addendum for Small Diameter Pipe (16" and under) work which is included and made part of this Agreement, shall apply to and cover all transportation mainline pipe line and underground cable work coming within the jurisdiction of Union contracted for or performed by Employer within the United States as such work is more fully described in Paragraphs (B) and (C) below. Before any such work is done in the States of Alaska and Hawaii, the Pipe Line Contractors Association and Union shall meet to agree upon any special conditions which may be necessary in those states. By mutual agreement, this contract may be extended to cover other territory.

(B) Transportation mainline pipe lines coming under this Agreement are those defined as follows:

The construction, installation, double-jointing, rebeveling, treating, insulating, reconditioning, testing, taking-up, re-laying, relocation, stockpiling or hauling of cross-country pipe lines or any segments thereof transporting CO2, or coal, gas, oil, water* or other transportable materials, vapors, liquids or hydrocarbons, including portions of such pipe lines within private property boundaries up to the final metering station or connection.

All hauling of pipe and stockpiling from the railhead, dock site, port, mill, owner's permanent yard or yards, or a coating mill, to be used for any work defined in Article I shall be performed under and in accordance with the terms and conditions of this Agreement when such hauling and/or stockpiling is within the scope of the Employer's job. Work may be subject to negotiated mileage/weight or footage rates.**

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* (The Parties will negotiate special wages and conditions for water lines.)
** (Contact PLCA and/or IBT).

The phrase "final metering station or connection" means that point which divides mainline transmission lines or higher pressure lateral or branch lines from lower pressure distribution systems. If a metering station or connection is located on a mainline transmission line, then the work covered by this Agreement includes the construction of all pipe lines up to the point at which lower pressure distribution systems take off from higher pressure lateral and branch lines.

(C) Gathering lines which connect directly from the wells to the mainline pipelines, gathering lines to or from gas extraction and gas dehydration plants, and gathering lines to or from gas storage fields are included.

(D) All marine work, including push-jobs in-shore and work done from barges in-shore or off-shore, is covered by this Agreement.

(E) Such pipe line construction, installation, repair, maintenance, replacement or reconditioning as may combined with or associated or comprising an integral part of other work more particularly and usually defined as Engineering or Building Construction, or work covering pumping stations, tank farms, refineries, plant-to-plant connecting lines within city limits and city distribution lines are not covered by this Agreement.

(F) In order to assure that the operation, maintenance and repair of all equipment is performed under the terms and conditions of this Agreement, the parties agree that the laying of underground cable is covered only when Employer performs the work as a prime or general contractor or when Employer has complete control of all the equipment used in the performance of the work.

(G) That if and when Employer shall perform work covered by this Agreement under its own name, under the name of another as a corporation, company, partnership, enterprise, or any combination, including a joint venture, this Agreement shall be applicable to all such work performed under the name of the Employer or the name of any other corporation, company, partnership, enterprise, combination or joint venture.

(H) If an owner-operator is engaged by an Employer under this Agreement he shall be paid applicable wage rates with proper fringe benefit contributions and be subject to the terms and conditions of this Agreement.

(I) All of the work covered by this Agreement shall be done under and in accordance with the terms and conditions of this Agreement, whether done by Employer or any subcontractor of said Employer, provided, however, that where equipment other than that listed in Article V(C) and not customarily used by Employer in the performance of the work herein defined, is leased, rented or borrowed, and the labor to operate such equipment is wholly or partially to be furnished by the owners of such equipment, or the work to be done by said equipment is subcontracted, the provisions of this paragraph shall be inoperative as to the labor furnished; but any labor furnished by Employer in the operation of said equipment shall be covered by the terms of this Agreement. It is specifically agreed that the arrangements set forth in this subsection (I) may not be used for the purpose of evading this Agreement. Alleged violations of this provision shall be submitted to the Grievance Procedure.

(J) It is the intent of the Union to have uniform wages and working conditions in the industry. However, the parties recognize that in connection with the Unions' organizing efforts to increase the market share of the union industry, it may be necessary to permit newly organized employers to complete existing projects or projects where bids have been accepted under the conditions which the employer bid the work; except for multiyear maintenance agreements and any pipeline project extending more than one (1) year; it may be necessary for the Union to, on a temporary basis, represent employees who perform work outside the Union's traditional jurisdiction and, on a temporary basis, it may be necessary to make adjustment to accommodate existing market segments where there is not currently significant union market share. Union also agrees that Employers granted any concessions under this paragraph will be obligated to sign the current National Pipe Line Agreement for future covered work. It is further agreed that the Union and the Association will meet on a regular basis (minimum two times annually) to review progress in planning under this Article. Employer agrees that work within the traditional jurisdiction of the Teamsters, as defined in this Agreement and by decisions of the Policy Committee, shall be assigned only to Teamsters represented by the Union and shall not be assigned to employers not covered by this Agreement. Absent the above exception, the following continues to apply: In no event shall Employer be required to pay higher rates of wages, or be subject to more unfavorable working rules than those established by Union for any other employer engaged in similar work. Should the Union extend to any other Employer engaged in similar work terms and conditions more favorable than those set out in this agreement, such terms and conditions shall automatically be extended to all Employers, parties to this Agreement.

(K) Employer and Union agree that neither of them shall take any action which shall discriminate against any individual with respect to his compensation terms, conditions, or privileges of employment because of such individual's race, age, color, religion, sex, national origin, or disability.

(L) It is the intention of the parties hereto to comply with all applicable provisions of State or Federal Law, and they believe that each and every part of this contract is lawful. All provisions of this contract shall be complied with unless any of such provisions shall be declared invalid or inoperative by final order of any Court or Board of competent jurisdiction. In such event, the Union or the Employer may, at its option, require renegotiations of such individual provisions for the purpose of adequate legal replacement thereof, each reserving the right of economic recourse in the event agreement cannot be reached in such negotiations and such actions shall not constitute a violation of this Agreement.

In the event of the invalidation of any paragraph, sentence, or Article of this Agreement by any Court or Board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

(M) This Agreement shall supersede all other agreements between Employer and any local of the Union for any work covered herein.

(N) Wherever in this Agreement a gender pronoun or the singular or plural form of a gender is used, it is understood that such references are meant to have equal application to all persons covered by this Agreement, male or female.

II.
UNION RECOGNITION AND UNION SECURITY, NOTIFICATION AND PRE-JOB CONFERENCES

(A) The Employer hereby recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

(B) All employees covered by this Agreement, as a condition of their continued employment, shall, commencing on the eighth day following the beginning of their employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is the later, acquire and, for the duration of this Agreement, maintain membership in the Union. This provision shall not apply in any state where such requirement for acquiring or continuing membership in the Union as a condition for continued employment is prohibited by law; provided, however, that where an Agency Shop is permitted under the laws of such state, then such employee shall pay to the Union on his eighth day of employment or the effective date of this Agreement or the execution date of this Agreement, whichever is the later, and while so employed, a sum equal to the amount paid by members thereof for initiation fees and monthly dues; and further provided that should the laws of any such state be changed by action of legislation, or by Court determination, in such a way that the foregoing provisions may not be applied, then the parties hereto shall, upon thirty days' written notice, renegotiate this provision. Employer will provide the Union in writing with the names, addresses, social security numbers and dates of hire for all new employees within 72 hours of the date of hire.

(C) Employer agrees to immediately notify the Union of jobs obtained by Employer, describing the size, location and length of the proposed pipe line and the proposed starting date. The Union agrees to notify the Employer of the Regional Office which shall participate in the pre-job conference. Before any unloading, racking, or stringing of pipe or before clearing any right-of-way, or before performing any other work covered by this Agreement, the contractor-Employer shall, except in cases of extreme emergency, contact the Union within a reasonable time prior to the proposed starting date for the purpose of arranging a pre-job conference at least one week prior to the proposed starting date.

(D) Employer and representatives of the International Union and the local union or local unions involved shall hold a pre-job conference so that the start and continuation of the work may progress without interruption, and Union's representatives at such conferences shall be authorized by Union to represent Union for the entire area covered by the job. It shall be the purpose of the pre-job conference to agree upon such matters as the length of the work week, the number of men to be employed, the layoff procedure, the applicable wage rates in accordance with the contract, and any other matters not including any interpretation of the clauses of this Agreement, it being agreed that any interpretation of the Agreement should be made between the principal parties hereto, so that proper application thereof may be made on the jobs. No additional pre-job conference will be required if hours of work or work conditions are changed.

No representative of any individual Employer and no representative of the Union or any of its local unions shall demand at the pre-job conference or at any other time during the continuance of the job any term or condition not covered by this Agreement. A copy of the report made of each pre-job conference shall be furnished to the Pipe Line Contractors Association and to the International Brotherhood of Teamsters, and no agreement made at any pre-job conference which adds to or modifies in any way the terms and conditions of this Agreement shall be binding on any individual Employer or the Union, or any of its local unions, unless approved and ratified by the Pipe Line Contractors Association and the International Brotherhood of Teamsters.

In the event that the Union and the Employer are unable to mutually agree upon layoff procedure at the pre-job conference, the matter will be referred to the Director, Construction Division, International Brotherhood of Teamsters, and the Managing Director, Pipe Line Contractors Association, for decision along previously established guidelines.

(E) If any individual Employer pays any wages in excess of the wages negotiated in this Agreement in the form of extra money, extra hours, extra travel or stand-by-time, or in the form of a bonus by any subterfuge, and if the Pipe Line Contractors Association and the International Brotherhood of Teamsters shall jointly determine that such bonus is for the purpose of pirating men from other individual Employers, or results in conditions injurious to the pipe line industry, then such individual Employer shall be required to pay the same extra compensation to all employees classified as Group 1 or Group 2 in this Agreement, and a proportionate additional compensation to all employees classified as Group 3 in this Agreement, and such requirement shall continue until that particular job is completed. It is understood and agreed, however, that any profit-sharing, retirement, or pension plan which an individual Employer may have in effect which has not been set up for that particular job shall not be considered a bonus.

(F) Upon request of the local union having jurisdiction of the job, and upon presentation of proper authorization forms executed by the individual employees, the individual Employer agrees to deduct from the wages of such individual employees Union initiation fees and dues and shall pay over to such local unions the amount so deducted.

(G) The Union agrees to send a copy of this Agreement to each and every one of its locals having jurisdiction over any area in which Employer becomes obligated to construct a pipe line, and agrees that the terms of this Agreement shall be recognized by such local, so that industrial peace will not be disturbed and so that the Employees may perform Employer's work efficiently and continuously. The Employer agrees as well to furnish its supervisory personnel copies of this Agreement so that they may be familiar with the terms.

(H) Employer shall have the right to hire the first driver, the second employee hired shall be the steward. Employer shall have the right to employ, direct and bring into the job men who are regular employees in Employer's work and shall have the right to keep such men in his employ on all work throughout the territory covered by this Agreement.

(I) The words "regular employee" shall mean those who are regularly and customarily employed by the individual Employer whenever he has work or who have been employed by him sometime in the past, and who, because of their special knowledge and experience in pipeline construction work, are considered key men. It is anticipated that the number of regular employees shall not be more than a majority of the total number required but there shall be no limitation on the classification of such regular employees, with the understanding that these classifications will be distributed as evenly as possible.

(J) It is understood and agreed that the above limitations shall not apply to the pipe line stringing operations. It is agreed that drivers who deliver stringing equipment to the job may continue to work on the stringing operation only, without regard to the majority rule, provided that such driver has worked with regularity for at least sixty days for a contractor who is a signatory to this Agreement. It is further agreed that where stringing work is performed the Employer will use one locally supplied driver where qualified when up to nine stringing trucks are used, two drivers where the number of stringing trucks to be used is ten and over, three drivers where the number of stringing trucks to be used is fifteen and over, and four drivers where the number of stringing trucks to be used is twenty and over, and one qualified dispatched employee for every additional five stringing trucks used over twenty. Drivers referred by the Local must be fully qualified. It is understood and agreed that all other terms and provisions of this Agreement shall apply to drivers delivering equipment to the job. Additional employees and/or replacements shall be hired in accordance with the provisions set forth in Paragraph (K) below.

(K) The hiring of men in addition to the Employer's regular employees, either at the start of the job or later, shall be conducted in the following manner:

1. In the event a valid non-discriminatory exclusive referral procedure has been established by collective bargaining between a local of the Union and an association of highway and heavy contractors in the area in which the job is to be done, Union shall notify the Association from time to time as to the existence of such exclusive referral procedures and Employer agrees to utilize such referral procedures upon the following conditions:

a. Nothing in this Agreement shall affect the Employer's inherent right to determine the competence and qualifications of applicants for employment or of his employees and his right to reject or discharge accordingly.

b. The selection of applicants for referral to jobs shall be based on a non-discriminatory basis and shall not be based on or in any way affected by union membership, by-laws, regulations, constitutional provisions, or any other aspect or obligation of union membership, policy or requirement.

c. Workmen referred under Article II to the contractor's job who are not able to perform the job to which they are referred because of their own lack of qualifications, or for some other reason which is the workman's own responsibility, shall not be paid show-up time.

d. Qualified applicants required by Employer at the start of the job must be referred by a local referral office within 48 hours of the receipt of Employer's request; those required by Employer after a job has started must be referred by a local referral office within 24 hours of the receipt of Employer's request. If the local referral office fails to comply with this condition, Employer may secure qualified applicants from any other source. Qualified applicants under this section must have the following:

(i) Proper federal and state licenses;

(ii) Proper OQ credentials where necessary;

(iii) Pipeline or general construction work experience relevant to pipeline work or completion of a certified pipeline training course operated or approved by the Teamsters Pipeline Training Fund. The Teamsters and PLCA also agree they will jointly review the training program on a 6-month basis.

(iv) Compliance with company driver policy standards. These policy standards will be provided by each Employer at the pre-job conference.

2. In the event there is no valid exclusive referral procedure established in the area where the particular job is to be done or the proper conditions set out hereinabove have not been met by the referral procedure which has been established, Employer will at the pre-job conference notify Union, as one of the sources from which men are to be recruited, as to the number of men who will be needed in addition to his Regular Employees. Employer shall give preference in employment to men in the area who have had previous pipe line construction experience. It is understood that Employer may also recruit men from other sources, will hire all employees at the job site in a non-discriminatory manner, and shall have the absolute right to determine the competence and qualifications of applicants and employees and to reject and discharge accordingly.

3. Once the original crew has been employed, Employer shall have the right to keep such crew on all the work throughout the territory covered by the particular job for which the pre-job conference was held, regardless of local union jurisdiction.

(L) The Union shall post in places where notices to employees and applicants for employment are customarily posted all provisions relating to the functioning of this hiring arrangement, including the provisions set forth. The Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted all provisions relating to the functioning and operation of the hiring arrangements, including these provisions.

(M) The business representative of the Union shall have access to any job at any time, subject to the owner safety and security rules and Federal and State regulations, and shall notify the field office of his presence on the job prior to entering the job site. The representatives of the Union shall not schedule meetings which could in any way hinder ongoing production.

III.
STEWARDS

As soon as any work starts, including unloading, racking, or stringing of pipe or clearing of right-of-way, the Union may select any Employee of the Employer who shall act as Steward for the Union. It is understood that the Employer will not be required to employ a Steward for any subcontract work prior to the start of operations by the Employer. The Steward shall be paid for the number of hours he actually works each day or for the number of hours for which the job is set up on a daily basis, whichever is greater, except that on those days when no work is performed, then the Reporting Time Pay provisions of Article VIII will apply. The steward shall perform his work for Employer the same as any other worker, and shall be entitled to receive the rate of pay in Article V(C) for the area in which the job is located. Stewards shall not be discharged without forty-eight hours' previous notice to Union. Although it is agreed that there will be no non-working stewards, it is also recognized by the parties that the steward has an important function in maintaining harmony and cooperation on the job, and therefore his assignment should not be such to prevent his normal function as a steward. Therefore, the parties agree that his job assignment will be a subject to be decided at the pre-job conference. The Employer shall provide the steward a weekly record of all Teamster employees listing date of hire, social security number, local union number if applicable, classification, hours worked or paid, rate of pay, and date of lay-off or discharge. The Steward shall cooperate with the Employer in the communication of all owner, State, and Federal health and safety regulations applicable to the work covered by the Agreement.

IV.
WORKING RULES

(A) The time of the men shall start when the men leave the warehouse and shall end when the equipment is stored or parked at the warehouse or in the field. The lunch period shall be excluded when computing working time.

(B) The pay day shall be once each week, unless the Employer agrees to allow employees to draw on money earned; under such conditions, pay day may be once every two weeks. All Employees shall be given the option to be paid by (1) check, or by (2) direct deposit of wages to the bank or financial institution of Employee's choice or cash/debit card on a weekly basis, in which case pay stubs will be provided to the Employee. Employees are to be paid at the end of their regular shift whether working in Employer's yard or in the field. When employees are laid off or discharged, they must be paid wages due them at the time of the layoff or discharge.

(C) Employer shall only be obligated to make arrangements in remote locations where there are no check cashing facilities available to enable employees to cash their pay checks at no cost to the employees. In all other areas, Employees will be responsible for check cashing.

(D) The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools, or labor saving devices; at the discretion of Employer, men may be changed from one classification to another within the jurisdiction of the Union, and, during emergencies, any employee of Employer may be assigned to any work; provided that where an employee is so changed and assigned to work in a classification carrying a higher wage rate he shall be paid such higher wage rate for the period so changed or assigned.

(E) The Employer shall have the right to make and revise, from time to time, safety rules and working rules which are not inconsistent with any of the terms of this Agreement or with existing laws. Union agrees to cooperate in the enforcement of such safety and working rules. Provisions for first aid will be made available on each job.

(F) Where special safety equipment is required by the circumstances under which the employee is working, it shall be the responsibility of the Employer to furnish such equipment at no cost to the employee.

V.
WAGE RATES AND CLASSIFICATIONS

(A) The classifications and wages to be paid for all work covered by this Agreement are set out in Schedule A.

(1) In those States or Zones marked by a "PL," the wages and fringe contributions are negotiated by the Pipe Line Contractors Association and the International Brotherhood of Teamsters, and shall become effective on work in such areas on the dates indicated in Schedule A.

(2) In all other States and Zones effective January 1 and July 1, each year, the Employer will initially recognize and put into effect highway construction wages (including welfare, pension and other fringe benefits) which have been negotiated during the six-month periods immediately preceding January 1 and July 1, each year, provided copies of such highway construction agreements are furnished to the Association office in Dallas in accordance with the following provisions and conditions:

(a) The highway construction agreements furnished to the Association office must be negotiated between a local of the International Brotherhood of Teamsters and a recognized Employer's Association.

(b) Said highway agreements must be furnished to the Association office on or before January 1 and July 1 of each year in order to be recognized; or the Union may notify the Association prior to January 1 and July 1 of each year that a particular local is still in negotiations, and that copies of the completed highway agreement will be sent to the Association office within 25 days after the applicable January 1 or July 1 date.

(c) In the event no current or recognized highway agreements have been furnished to the Association office in accordance with the provisions of paragraphs (a) and (b) above, then the last published or recognized wages (including welfare, pension and other fringe benefits) will be published or recognized until the next applicable January 1 or July 1 date.

(d) After initial recognition on January 1 or July 1, subsequent increases in wages and fringes called for and set out in such local highway agreements will be put into effect in accordance with the dates negotiated locally.

(e) It is understood that Employer will not be required to recognize or put into effect any highway construction wages (including welfare, pension, and other fringe benefits) received in the Association office after January 1, or 25 days after January 1, if applicable, of each year until the following July 1 of that year, nor those received after July 1, or 25 days after July 1, if applicable, of each year until the following January 1.

(f) The parties to this Agreement specifically recognize that only the wages and fringe benefits from the applicable highway agreements will be recognized for inclusion in this National Pipe Line Agreement. All other terms and conditions of the National Pipe Line Agreement will remain in effect for covered work.

(B) On any work on which government regulations, such as the pre-determination made by the Davis-Bacon Division of the U.S. Department of Labor, specify minimum wage rates and fringes, such wage rates and fringes shall be paid by Employer; provided that in no case shall wage rates and fringes be paid which are lower than those set out in Schedule A.

(C) The work coming under the jurisdiction of the Union and covered by the terms of this contract includes driving of all necessary equipment used for transportation of men, equipment and materials, as indicated in the following classifications:

Group 1
Articulating End Dump
*Low Boy
Rollagon or similar type equipment
*Steward
*Truck mechanics

Group 2
A-Frame
Challenger (For transportation purposes)
Fork Lift
*Fuel Truck
Gin Pole
Rubber-tired Tractor
*Stringing Truck
Tandem Float (4 & 5 axle)
Track Truck/All-Track Dumper Equipment
Winch Truck

Group 3
Bus
Dump Truck (2 axle)
Dump Truck (3 axle)
Flat Bed Truck (2 axle)
Flat Bed Truck (3 axle)
Hot Pass Truck (3 axle)
Jeep
Pick-up
Single Axle Float (3 axle)
Skid Truck (2 axle)
Skid Truck (3 axle)
Station Wagon
Stringer Bead & Hot Pass (2 axle)
Swamp Buggy/Marsh Buggy, or similar type Equipment
Team Driver
**Warehouseman - Parts Chaser
Water Truck (2 axle)
Water Truck (3 axle)

*(Premium of $2.25 above regular rate)
**(Contact IBT or PLCA for additional information on this classification)

Note: Haz-Mat endorsement premium.
(Teamsters required to work in Haz-Mat classification will receive premium of $1.00 above regular group rate. Premium to be paid for full day where Haz-Mat work is required.)

(D) The naming of the particular classifications above does not imply that the Employer is required to employ men in each classification, and the Employer shall be the sole judge as to the number of men to be employed.

(E) Suburbans and/or passenger vans, crew cabs, pick-up trucks and 1-ton trucks shall come under the jurisdiction of the Union when used primarily for transportation of men, equipment and material and will be carried under the Group 3 classification. Employer retains sole discretion for hiring and assignment of this equipment. When this equipment is assigned to specialty crews such as fence crews, environmental crews, survey crews, bending engineer/crews, clearing crews or similar crews a Teamster will be assigned only when such equipment is used primarily for transportation of men, equipment and material.

(F) When new equipment not covered by the above classifications is to be used for transportation of men and/or materials, a new classification and rate shall be negotiated between the parties hereto and put into effect before the equipment involved is put into service.

(G) In the event any individual Employer is delinquent in his payment of any health and welfare, pension or other fringe benefit contribution, as set out in Schedule A of this Agreement for more than thirty days, it is agreed that the principal officer of that particular Employer, the International Brotherhood of Teamsters and the Pipe Line Contractors Association shall be notified as to such delinquency. If after five days all delinquencies have not been paid in full, it is agreed that the Union may take any appropriate action it deems necessary in order to collect such delinquent contributions, and will not be considered in violation of Article IX should a work stoppage occur. If there is a conflict with the delinquency language in this section and any Trust Fund Agreement, this section will apply.

(H) In order that Employer may legally contribute to the Fringe Funds called for in Schedule "A" of this Agreement and in order that employees may legally participate as beneficiaries of such Fringe Funds, The National Participation Agreement, a copy of which is set out in Schedule "B", shall be signed by each individual Employer and filed with Union in Washington, D.C. By signing The National Participation Agreement, Employer will not be required to sign any local Participation Agreement.

(I) (a) Fringe Benefit contributions under this Agreement shall be paid for all hours worked. All welfare contributions for Travelers will be remitted to the Central States, Southeast and Southwest Areas Health and Welfare Fund. Contributions for fringe benefits for all Non-Travelers will be remitted to the local funds having jurisdiction over the work, unless that local fund is the Central States, Southeast and Southwest Areas Pension Plan ("Central States"). Except as stated in (aa) below, the amount of those pension contributions, as well as the amount of all pension contributions on behalf of the Travelers, shall be made to the Teamsters National Pipeline Pension Fund, a multi-employer Taft-Hartley pension fund, governed by a Trust Document and Plan Document agreed to by the parties as settlers. Contributions to the Teamsters National Pipeline Pension Fund shall include (1) all contributions made to any escrow account pursuant to the agreement, dated November 15, 2011, extending the *Amendment To and Extension of Collective Bargaining Agreement Between Pipe Line Contractor Association and the International Brotherhood of Teamsters* ("the *Amendment*") until December 31, 2011; (2) all contributions made to any escrow account pursuant to the agreement dated January 12, 2012, extending the *Amendment* from January 12 until April 13, 2012; and (3) all contributions made to any escrow account pursuant to the agreement dated April 13, 2012, extending the *Amendment* from April 13, 2012 until June 11, 2012 or until a new collective bargaining agreement is ratified, whichever comes first.

(aa) Notwithstanding anything to the contrary, should a contractor choose to continue to participate in the Central States, Southeast and Southwest Areas Pension Plan, then contributions for both that contractors Travelers and local hands will be remitted to Central States.

(b) All Employees covered by this Agreement will be classified on each project as either a Traveler or Non-Traveler. Travelers are defined as those Employees who are considered "regular" or "key" employees hired for a project directly by the Employer and not dispatched by the Local Union. Non-Travelers on a project are those Employees dispatched by the Local Union. Whether or not an Employee is a member of the Local Union(s) having jurisdiction on the project, or a member of another Local Union, is not a factor in determining whether that Employee on that project is to be classified as a Traveler or a Non-Traveler.

(J) If, in the opinion of the Board of Trustees of any of the Funds for which contributions are due under this Agreement, any individual Employer has had a record of delinquent contributions to such an extent that it is necessary for the protection of the beneficiaries of such Funds that some security for the contributions be obtained, said Board of Trustees is authorized to require such individual Employer to deposit the sum of $300 per employee in an escrow account designated by the Director of the Funds. Upon completion of the job, any amounts in excess of the contributions due shall be refunded to the individual Employer.

(K) Pension Protection Act: The undersigned Parties acknowledge and agree that the applicable multi-employer pension plans are, or may become, subject to the remedial provisions and requirements of the federal Pension Protection Act of 2006 (PPA), which sets forth certain funding standards and remedial requirements for multi-employer pension plans. Under applicable circumstances, the PPA imposes extra-contractual obligations upon contributing employers. The Union hereby agrees that, in the event any contribution surcharges, funding obligation, eligibility requirements, rehabilitation plan terms, or any other PPA provision or requirement results, in obligating the Employer to contribute any amount in excess of the amount agreed upon herein during the term of this Agreement, the corresponding amount of such additional contribution obligation shall be offset by equivalent reductions to the wage rates set forth in Schedule A of this Agreement. Should the offset amounts not be readily ascertainable, *i.e.*, other than $xx.xx per hour per employee or $xx.xx per week, per employee, the undersigned Parties shall attempt to agree upon the amount(s) and methodology for the calculation and implementation of any such offsets. Failing to agree, the matter shall be subject to the grievance and arbitration procedure set forth in Article X of this Agreement. The costs of such arbitration shall be borne by the Union.

(L) The parties have agreed to the following increases in the wage and benefit package during the life of this Agreement: (a) 1% effective 12/1/11; (b) 2% effective 2/1/12; (c) 2% effective 2/1/13. The parties have further agreed that, immediately upon ratification of this Agreement, the increases effective 12/1/11 and 2/1/12 will be paid retroactive to January 1, 2012.

VI.
JURISDICTIONAL DISPUTES

The Pipe Line Contractors Association and the four International Unions with which National Pipe Line Agreements have been negotiated have established a National Pipeline Industry Joint Policy Committee for the purpose of hearing and considering matters of concern to the pipe line construction industry, such as jurisdictional disputes and any other matters affecting the welfare of the industry.

If a dispute arises involving a work assignment or work covered in the above classifications between Union and any other Union, there shall be no slowdown, stoppage, or abandonment of work, and the parties hereto agree to resolve such dispute in accordance with the rules and regulations adopted by the National Pipeline Industry Joint Policy Committee.

The Policy Committee decisions are incorporated and made a part of this Agreement and should be referred to specifically as if set out herein. The Policy Committee decisions may be obtained by contacting the Union or the Pipe Line Contractors Association.

VII.
OVERTIME AND HOLIDAY PAY

(A) The work week shall begin Monday and shall end Sunday. Except as otherwise provided in Schedule "A", all hours worked by an employee in excess of eight hours per day and/or 40 straight-time hours per week and all work on Sunday shall be paid for at the rate of time and one-half the straight time pay. Work performed on

Christmas, Thanksgiving, Memorial Day, Labor Day, New Years' Day and July 4th shall be paid for at double the straight-time hourly rate; provided, however, that in the event one of the holidays named hereinabove occurs during the first forty hours of any work week, the hours worked on such holidays shall not be counted in computing the forty hours after which the employee is entitled to a rate of time and one-half the straight time rate.

(B) If one of the holidays named in Paragraph (A) falls on Sunday, it shall be observed on Monday. Accordingly, if such an event occurs, work performed on Sunday shall be paid for at the applicable rate for that employee for that day; work performed on Monday will be paid for at double the straight-time hourly rate. If no work is performed on Monday, no pay shall be required.

VIII.
REPORTING TIME PAY

(A) After a person has been hired and ordered to report for work at the regular starting time, and no work is provided for him on the day that he has so reported, he shall receive pay equivalent to four hours at the rate applicable for that day. This pay shall be provided notwithstanding that he has not been ordered to report for work on that particular day, if the person has been working regularly and the Employer has failed to notify him not to report for work at or before 8:00 P.M. the preceding day.

(B) Any person who reports to work and for whom any work is provided, regardless of the time that he works, shall receive the equivalent of not less than four hours pay at the rate applicable for that day.

(C) Any person who reports to work and who works more than four hours in any one day, shall receive the equivalent of not less than eight hours pay for said day.

(D) It is expressly provided, however, that when a person refuses to work or continue to work, or work stoppage conditions brought about by a third party or third parties prevent or make ill-advised, in the opinion of the Employer, the performance of any work or the continuance of work once started, no pay for time not worked shall be required under any of the above enumerated conditions.

(E) Where notification of the men is required under this Agreement to the effect that work shall not be performed on a particular day, notification of such fact to the steward shall be sufficient notification to the men, provided such notification is made during working hours and he is afforded a reasonable opportunity to notify the men during working hours.

IX.
WORK STOPPAGES

(A) No local union nor the International Union, nor any representative of either, shall cause or promote a strike, slowdown, stoppage of work or any interference, directly or indirectly, with the operation and progress of the work; nor shall any Employer or the Pipe Line Contractors Association engage in any lockout during the life of this Agreement, it being the good faith intention of the parties hereto that by the execution of this Agreement industrial peace shall be maintained. All grievances, disputes, differences of opinion and other questions concerning this Agreement shall be settled in accordance with the procedure for settlement of grievances and disputes set out in Article X below. Any settlement where hours of pay are involved shall be retroactive.

(B) If the local union or any representative thereof causes or promotes a strike, slowdown, stoppage of work or any interference with the operation or progress of the work, or if the Employer breaches this Agreement, then the Employer (where the local union interfered with the work) or the local union (where Employer has breached the Agreement) may at its option declare the provisions of Article X inoperative and seek whatever remedy may be available from the National Labor Relations Board or any Federal or State court having jurisdiction of the matter.

(C) If the International Union or any representative thereof causes or promotes a strike, slowdown, stoppage of work or any interference with the operation or progress of the work, or if the Employer breaches this Agreement, then the Employer (where the International Union interfered with the work) or the International Union (where Employer has breached the Agreement) may at its option declare the provisions of Article X inoperative and seek whatever remedy may be available from the National Labor Relations Board or any Federal or State court having jurisdiction of the matter.

(D) It shall not be a violation of this Agreement or of the no-strike clause if members of the International Brotherhood of Teamsters refuse to cross a picket line established by another craft union within the pipe line industry.

X.
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

(A) Any grievances, disputes or differences of opinion which arise between the contractors' supervisory personnel and Union representatives in the field shall be settled on the job whenever possible; provided that such settlements shall not vary any of the wages, terms or conditions of this Agreement. Misassignments of work which are not jurisdictional disputes will be subject to the Grievance Procedure of the National Pipe Line Agreement. Misassignments will be defined as the assignment of work traditionally belonging to the Teamsters under the National Pipe Line Agreement to another craft.

(B) If a grievance, dispute or difference of opinion cannot be settled on the job within forty-eight (48) hours, then such matter must be referred within ten (10) days by the Union representative in the field to the appropriate International Union representative, and the contractors' supervisory personnel must within the same period refer the matter to the contractors' executive personnel and, if necessary, to the Managing Director or Executive Director of the Pipe Line Contractors Association. These parties shall immediately make every effort to settle the grievance, dispute or difference of opinion.

(C) Any grievance, dispute, difference of opinion or controversy of any kind or character between the Union and the Association and/or individual Employer signatory hereto involving or relating to the interpretation, construction or application of the terms of this Agreement, and the relations between the parties arising during the term of this Agreement which cannot be settled by the parties, shall be settled by the arbitration procedure which is set out below.

(D) If, within forty-eight (48) hours, no adjustment or settlement is reached by the procedures set out above, the matter shall immediately be referred in writing to an Arbitration Board consisting of six (6) members, all of whom shall be familiar with the main line, cross-country pipe line construction industry, three (3) to be appointed by the International Union, and three (3) by the Pipe Line Contractors Association. These six (6) individuals shall constitute the Arbitration Board.

(E) The Members of the Arbitration Board shall not have the power to amend or alter the provisions of this Agreement but shall within fourteen (14) days of their appointment determine the procedure that they will use in considering the evidence and render a decision based on the evidence submitted by the parties, such decision to be consistent with the terms and provisions of this Agreement. The decision of the Arbitration Board shall be binding upon both parties.

(F) In the unlikely event that the six (6) member Arbitration Board is unable to reach a decision, then either party may institute the following procedure:

1. Within seven (7) days after notification by the Arbitration Board that it is unable to reach a decision, the Pipe Line Contractors Association and the International Union shall attempt to mutually agree upon one (1) person to whom the matter shall be referred.

2. If within forty-eight (48) hours no mutual agreement has been reached by the procedure set out above, the Association will immediately contact the Federal Mediation and Conciliation Service to obtain a list of three (3) individuals with as much experience and knowledge as possible in the pipe line construction industry. A copy of this list will be furnished to the Union, and thereafter, the Association and Union shall attempt to mutually agree upon one (1) of the individuals listed. If no agreement can be

reached, the Union and the Association will each strike one (1) name from the list and the remaining individual will be the Arbitrator.

3. A statement of the facts shall be presented to the Arbitrator within forty-eight (48) hours after his selection either:

a. Jointly, if the Union and Association mutually agree; or

b. Separately, if no mutual agreement, and the Association will submit a written statement setting out the Employer's position and the Union will submit a written statement setting out the Union's position.

4. All information submitted to the Arbitrator will be in writing. No personal appearances or oral testimony will be allowed. The Arbitrator will then issue, within five (5) days, a decision based upon the evidence submitted.

(G) The Union and the Employer involved shall bear the expense of their appointed Arbitrators. In the event an Arbitrator from the Federal Mediation and Conciliation Service is selected, then the Union and the Employer shall be jointly responsible for that person's expenses.

(H) In the event Employer fails or refuses to comply with the grievance procedure set out hereinabove, the provisions of Article IX shall not be binding upon Union. If Union fails or refuses to comply with the grievance procedure set out hereinabove, the Employer shall have the right to declare this entire Agreement null and void.

XI.
SPECIAL CONDITIONS

In order to be more competitive in certain areas of the country, the Pipe Line Contractors Association and the Union may mutually agree to put into effect special wages and conditions for specific areas or projects. These special wages and conditions will apply to the areas or projects involved for the period of time to be established by the principal parties.

XII.
DRUG AND ALCOHOL TESTING

A Substance Abuse Policy has been negotiated by the Pipe Line Contractors Association and the International Brotherhood of Teamsters and is attached hereto and made a part of this Agreement as Schedule "C".

XIII.
HISTORICAL PRECEDENT

Since the inception of the National Pipe Line Agreements, which cover all main line, cross-country pipe line construction, only four (4) Unions have been recognized, and all work relating to such pipe line construction has been performed by these four (4) Unions. They are: The International Brotherhood of Teamsters, The United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, The International Union of Operating Engineers, and the Laborers' International Union of North America. The recognition of only these four (4) Unions on such work is hereby reaffirmed.

XIV.
INDIAN PREFERENCE IN EMPLOYMENT

The hiring procedures contained in this Agreement shall not apply in the "territorial jurisdiction" of any Indian Nation which has adopted an Indian Preference in Employment law, provided that those persons covered by the law and seeking covered employment under this Agreement possess the "necessary qualifications" which are essential to the performance of that specific job.

XV.
TEAMSTERS NATIONAL PIPELINE PENSION FUND

As part of this Agreement, there has been established a Teamsters National Pipeline Pension Fund for pension contributions previously made to the Central States Pension Fund. The Plan and Trust documents for this Fund are made a part of this Agreement.

XVI.
EFFECTIVE DATE, TERMINATION AND RENEWAL

(A) This Agreement represents a continuation of the original Agreement covering transportation mainline pipe line construction between the International Brotherhood of Teamsters and the members of the Pipe Line Contractors Association and other contractors dated January 1, 1966.

(B) This Agreement shall become effective January 1, 2012, when signed by the parties hereto and shall remain in full force and effect until its termination as provided hereinbelow.

(C) The provisions of this Agreement shall continue in full force and effect until January 31, 2014, and thereafter from year to year unless terminated at the option of either party after sixty (60) days' notice in writing to the other.

XVII.
LIABILITY

(A) It is further understood that no liability shall arise on the part of the International Union herein by reason of any unauthorized act by any employee of the said Employers or any local union or official thereof affiliated with the International Union unless and until such unauthorized act is brought to the attention of the International Union and the International Union fails to use reasonable efforts to correct such unauthorized act.

(B) It is understood that the Pipe Line Contractors Association is acting merely as collective bargaining agent in the negotiation of this Agreement and in no event shall it be bound as principal or be held liable in any manner for any breach of this contract by any of the Employers signing the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 31st day of May 2012.

PIPE LINE CONTRACTORS ASSOCIATION

By: M. Dan Murphy
M. Dan Murphy, President

By: J. Patrick Tielborg
J. Patrick Tielborg, Managing Director
and General Counsel

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

By: James P. Hoffa
James P. Hoffa, General President

By: ______________________________

Marion D. Davis, Assistant Director
Building Material and Construction Trade Division

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